that the law presumes he knew such dangers as were open, obvious, and usually attendant upon his employment, and that if he knew or might have known of the dangers and avoided the injury to himself by using ordinary care he could not recover.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. §§ 1180-1194; Dec. Dig. § 296.* 9 Va.-W. Va. Enc. Dig. 703, 708.]

5. Master and Servant (§ 125*)—Knowledge of Dangers—Imputation to Employer.—Previous knowledge of a coemployee of an injured person of a defective condition is not imputable to the employer, the employer being negligent only in not knowing of a defect not known to an officer or agent for whose negligence the employer would be responsible.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. §§ 243-251; Dec. Dig. § 125.* 9 Va.-W. Va. Enc. Dig. 680.]

Error to Hustings Court of Richmond.

Action by J. T. Childrey against the Southern Railway Company. Judgment for plaintiff, and defendant brings error. Reversed and remanded. (CARDWELL, J., absent.)

SCOTTISH UNION & NAT. INS. CO. *v.* VIRGINIA SHIRT CO.

March 14, 1912.

[74 S. E. 228.]

1. Insurance (§ 335*)—Fire Insurance—Iron-Safe Clause—Validity.—An iron safe clause in a fire policy requiring itemized inventories, and a set of books presenting a complete record of business transacted, is valid, and a substantial compliance therewith so as to furnish a means of ascertaining the amount of the loss is essential to a recovery.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 853; Dec. Dig. § 335.* 6 Va.-W. Va. Enc. Dig. 85. 14 Va.-W. Va. Enc. Dig. 447.]

2. Insurance (§ 335*)—Fire Insurance—Noncompliance with Iron-Safe Clause.—To vitiate a fire policy for noncompliance with an iron-safe clause, it is not essential that a noncompliance was with intent of insured to perpetrate a fraud, but a failure to reasonably comply with the clause defeats a recovery.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 853; Dec. Dig. § 335.* 6 Va.-W. Va. Enc. Dig. 85. 14 Va.-W. Va. Enc. Dig. 447.]

3. Insurance (§ 335*)—Fire Insurance—Iron-Safe Clause—Compliance.—Insured in a fire policy containing an iron-safe clause conducted a large shirt and overall manufacturing business. The item-

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*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

ized inventory required by the clause did not show the quantity or kind of piece goods on hand or the different kinds of garments on hand, but showed garments, goods, and supplies on hand of a specified value. The items in the inventory fixed the number of overalls and coats and their value. There was a difference between the cost of coats and overalls. It also contained items of piece goods aggregating a specified number of yards, but insured could not tell where any of the goods came from, nor when received at the factory, nor which were denims and which drills. The books kept by insured did not show the amount, quality, or value of goods on hand at the time of a fire, and they were not kept in the iron safe. Held, that insured failed to substantially comply with the clause, defeating a recovery on the policy.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 853; Dec. Dig. § 335.* 6 Va.-W. Va. Enc. Dig. 85. 14 Va.-W. Va. Enc. Dig. 447.]

4. Appeal and Error (§ 1175)—Disposition of Case on Appeal.—Where the trial court erroneously overruled a demurrer to the evidence when it should have rendered judgment for demurrant, the court on writ of error will reverse the judgment, and enter a proper judgment.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 4573-4587; Dec. Dig. § 1175.* 1 Va.-W. Va. Enc. Dig. 629.]

Error to Corporation Court of Lynchburg.

Action by the Virginia Shirt Company against the Scottish Union & National Insurance Company. There was a judgment for plaintiff, and defendant brings error. Reversed and rendered.

Phlegar & Powell and *A. T. Embrey*, for plaintiff in error.

Carter & Carter and *St. Geo. R. Fitshugh*, for defendant in error.

WILLIAMSON *v.* TOWN OF GRAHAM.

March 22, 1912.

[74 S. E. 393.]

1. Municipal Corporations (§ 907*)—Validity of Statutes—Elections to Determine Bond Issues.—Code 1904, § 1038e, which authorizes elections to determine whether bonds shall be issued and provides the steps to be taken therein, is valid and constitutional, as within the power of the Legislature to enact.

[Ed. Note.—For other cases, see Municipal Corporations, Cent. Dig. § 1895; Dec. Dig. § 907.* 10 Va.-W. Va. Enc. Dig. 172.]

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*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.